

EXHIBIT 5

Excerpts of Deposition of Nathan Quarry Sept. 30, 2016

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Cung Le, Nathan Quarry, Jon Fitch) Case No: 2:15-cv-01045-RFB(PAL)
Brandon Vera, Luis Javier Vazquez,)
and Kyle Kingsbury on behalf of)
themselves and all others)
similarly situated,)
)
Plaintiff,)
)
vs.)
)
Zuffa, LLC, d/b/a Ultimate)
Fighting Championship and UFC,)
)
)
Defendants.)

VIDEO DEPOSITION OF NATHAN QUARRY

taken at 300 South Fourth Street, Suite 800,
Las Vegas, Nevada 89101, beginning at 9:09 A.M.
and ending at 4:59 P.M. on Friday, September 30, 2016

Reported by:

Sarah Padilla
CCR NO. 929

Job No. 270538
Pages 1-297

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1 MR. ISAACSON: Yes.
 2 MR. CRAMER: What's the time period of
 3 your question?
 4 BY MR. ISAACSON:
 5 Q Did you discuss filing a lawsuit against
 6 Zuffa with other plaintiffs in this case before you
 7 spoke about it with Mr. Macy?
 8 MR. CRAMER: And how are you defining
 9 plaintiffs in this case, just so the witness
 10 understands what you mean?
 11 BY MR. ISAACSON:
 12 Q Do you know who the named plaintiffs are
 13 in this case?
 14 A Yes, I know who the named plaintiffs are.
 15 Is that what you're asking?
 16 Q Yes.
 17 A Or every single fighter who ever fought.
 18 Is that also included in the question?
 19 Q I would call those class members. They
 20 are not plaintiffs in this case.
 21 A Okay.
 22 Q Did you discuss filing a lawsuit against
 23 Zuffa with other plaintiffs in this case before you
 24 spoke about that with Mr. Macy?

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25 MR. CRAMER: Objection. Foundation.

Page 15

1 Form. You can answer.
 2 THE WITNESS: I'm thinking. I don't think
 3 so.
 4 BY MR. ISAACSON:
 5 Q All right. Did you discuss filing a
 6 lawsuit with other fighters against Zuffa about
 7 changing Zuffa's business policies and how they
 8 treated fighters before this lawsuit was filed?
 9 A Yes, I'm sure I did.
 10 Q And how many fighters did you discuss that
 11 with?
 12 A I don't know. It's been a lot of years, a
 13 lot of fighters.
 14 Q Can you give me an estimate?
 15 MR. CRAMER: Don't speculate.
 16 THE WITNESS: Yeah. I'd have to
 17 speculate. Generally, every fighter I came in
 18 contact with was unhappy with the ways things were
 19 done. Whether or not that resulted in a "somebody
 20 should file a lawsuit" conversation or not, I don't
 21 recall.
 22 BY MR. ISAACSON:
 23 Q All right. So is it your testimony that
 24 before this lawsuit was filed that every fighter

15

25 that you spoke to about Zuffa was unhappy with how

Page 16

1 they were treated?
 2 A Every fighter I spoke to. I spoke to a
 3 lot of fighters over a lot of years. Not every
 4 fighter I spoke to did we engage in a conversation
 5 about whether or not they were happy or unhappy of
 6 their treatment of employment with Zuffa. But quite
 7 a few were. It's generally common knowledge that
 8 fighters were unhappy with how they were being
 9 treated.
 10 Q All right.
 11 A Never once did I talk to a fighter that
 12 said, "Man, do I love working for Zuffa. They treat
 13 me great."
 14 Q All right. Is it your testimony that
 15 every fighter that you talked to before this lawsuit
 16 was filed about how Zuffa treated fighters was
 17 unhappy with how Zuffa treated the fighters?
 18 MR. CRAMER: Asked and answered. Just
 19 answered that question.
 20 THE WITNESS: As I said, I can't speak
 21 for -- that would be speculation on the part of what
 22 every fighter thought, whether or not they were
 23 happy.
 24 BY MR. ISAACSON:

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25 Q No. I'm not asking you what fighters

Page 17

1 thought. When you spoke to fighters about how Zuffa
 2 treated fighters, is it your testimony that every
 3 one of them told you they were unhappy?
 4 MR. CRAMER: Asked and answered. He just
 5 answered that question. Objection.
 6 THE WITNESS: As I said, every time I
 7 spoke to a fighter about how they were treated, I
 8 think generally for the most part they were unhappy.
 9 BY MR. ISAACSON:
 10 Q So to be clear, when you spoke to fighters
 11 about how Zuffa -- before the lawsuit was filed,
 12 when you spoke to fighters about how they were being
 13 treated by Zuffa, you think that generally for the
 14 most part they were unhappy?
 15 A I'd say --
 16 MR. CRAMER: Asked and answered.
 17 THE WITNESS: I agree. Generally, they
 18 were unhappy. A lot of times they were uneducated
 19 in a lot of ways, so you can be -- if you're a
 20 starving man and you're given a crust of bread,
 21 you're pretty happy. So quite often the fighters,
 22 whether they were happy or not, they may not have
 23 actually understood what the market would allow them
 24 to have and how they could be treated in a free

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25 market.

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1 A If the association is called upon to help
2 in such matters, I think having all the fighters
3 speak with one voice would definitely be helpful as
4 opposed to each fighter standing alone.

5 Q All right. And am I correct that you --
6 that one relationship you see between the antitrust
7 lawsuit and your goal of an association is that if
8 the antitrust lawsuit is successful, the association
9 would be a good organization to renegotiate the
10 contracts?

11 MR. CRAMER: Asked and answered. Form.

12 THE WITNESS: It's speculation. I see in
13 all the other professional leagues that a players'
14 association has been very helpful in helping defend
15 the players' rights.

16 MR. CRAMER: Do you need a break?

17 THE WITNESS: No, I'm good.

18 MR. ISAACSON: That is one of the rules of
19 these things. Any time you need a break, just say
20 so.

21 THE WITNESS: Do I need a break?

22 MR. ISAACSON: No, you're doing great.
23 What he's referring to is when does the coffee hit.

24 MR. CRAMER: You just looked a little
46
25 uncomfortable.

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1 THE WITNESS: Oh, it's just my back.

2 MR. CRAMER: That's why I --

3 THE WITNESS: As long as I can move around
4 I'm okay for the most part.

5 MR. CRAMER: Keep moving around, then.

6 BY MR. ISAACSON:

7 Q So if the antitrust lawsuit is successful,
8 what is your understanding of any benefit you
9 individually will receive?

10 A The antitrust lawsuit, me personally, I'm
11 here as a class representative of those that are
12 still fighting and those that will fight in the
13 future. Our main goal for the lawsuit itself is
14 damages and what would have happened if we would
15 have had a free market where the fighters were able
16 to compete and see what their true value is worth
17 and then change the exclusive contracts that the
18 fighters are forced to be into if they want to fight
19 in the biggest league in the world, especially in
20 the United States, as well as not having to worry
21 about being threatened, blacklisted, punished for
22 not doing what they are told right out the gate.

23 As Joe Silva said one time, "If you don't
24 like the first fight I offer you, you're sure as
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25 shit not going to like the second one." Those types

Page 48

1 of things, when you're trying to work in an
2 organization and you are trying to think about your
3 own career, those are things that you should not be
4 bullied into being forced to do. Otherwise you are
5 going to be punished.

6 My goal for the lawsuit is definitely
7 damages for everything that has happened in the past
8 and to change the way Zuffa does business moving
9 forward.

10 BY MR. ISAACSON:

11 Q And I'll come back to those points you
12 just made. But can you tell me what is your
13 understanding of how you will benefit if the
14 antitrust lawsuit is successful?

15 A How I will benefit if the antitrust
16 lawsuit is successful. Well, I'm not a part of the
17 bout class. My fights were outside of that
18 timeline. I am a part of the identity class. My
19 fights are shown 24 hours a day on the UFC website.
20 Trading cards are sold, video games are sold. At
21 the start of every UFC pay-per-view, they show me
22 getting knocked out, so I assume that still has some
23 value to them. These are things I was never able to
24 negotiate. No fighter is able to negotiate because
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25 they're all handed the same cookie cutter contract

Page 49

1 and forced to sign, and if you don't want to sign
2 that, you have nowhere else to go since UFC has
3 bought up all the competition.

4 Q All right. Do you expect that if the
5 antitrust lawsuit is successful that you would
6 financially benefit by being -- from your role in
7 the identity class?

8 A I have no idea. I'm not the -- I don't
9 know what the numbers would be.

10 Q All right. Are you familiar with the
11 concept of class representatives receiving bonus
12 awards or other compensation?

13 A I have heard that, yes.

14 Q And have you heard that from anyone other
15 than lawyers?

16 A At any time?

17 Q Sure.

18 A No. That's not something that comes up in
19 average fighter speak conversations. We're talking
20 more about kimuras and heel hooks and knock outs.

21 Q All right. And what is your understanding
22 of the potential for a class representative in
23 receiving any special award?

24 A I have no idea. I don't know how those
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25 things work. And I sat down and considered joining

Page 90

1 talk about it at the time. The -- in terms of any
2 information you have about UFC engaging in conduct
3 that you consider punishment, blackballing, or
4 threatening, would that information come from
5 conversations you've had from other people, from the
6 complaint, or things you've read in MMA websites or
7 other sources?

8 MR. CRAMER: Objection to form.

9 THE WITNESS: I'm sorry. I don't
10 understand the question.

11 BY MR. ISAACSON:

12 Q All right. I'm trying to -- you've talked
13 broadly about that you think the UFC has engaged in
14 punishments, blackballing and threats. Is the basis
15 for your opinions on that what you've read in the
16 complaint, what you've been told by other people and
17 things that you have read in MMA websites or other
18 sources?

19 MR. CRAMER: Misstates the testimony.
20 Objection to form.

21 THE WITNESS: My information about, my
22 feelings about what the UFC have done has come from
23 what I have personally seen, what I've heard, what
24 I've engaged in conversation with other fighters,

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25 with what I've read on websites, I've read in

Page 91

1 forums, and the complaint.

2 BY MR. ISAACSON:

3 Q Okay. And in terms of what you've
4 personally seen, of what you would consider
5 punishment, blackballing or threats by UFC, is there
6 anything that you would tell me that you haven't
7 already told me about in this deposition?

8 MR. CRAMER: Form. You may answer if you
9 can.

10 THE WITNESS: Again, the punishment is
11 such a wide range of things. You have Jon Jones
12 getting into a car wreck with a pregnant woman,
13 fleeing the scene, and then being put on suspension.
14 Or you have Rampage Quinton Jackson doing
15 essentially the same thing. It's such a variation
16 of everything that's done.

17 Forrest Griffin and Rashad Evans made
18 off-color comments, I think they were tweets or
19 Facebook comments or something, and then someone
20 lower down the rung in the UFC world made a comment
21 as well, no more offensive than what Rashad and
22 Forrest had said, and he was immediately cut, forced
23 to go into -- I think it was a rape awareness class
24 or something like that. They chose someone lower

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25 down the rung that they could cut who wasn't a draw

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1 to punish him to make sure all the other fighters
2 knew what would happen to you if you did act
3 inappropriately.

4 BY MR. ISAACSON:

5 Q All right. And when you say they chose
6 someone lower down the rung they could cut who
7 wasn't a draw to tell other fighters what would
8 happen if they didn't -- if they acted
9 inappropriately, that was your perception; correct?

10 A That's common knowledge. And if you look
11 at -- the UFC will pick and choose who they're going
12 to promote, who they give the TV time to. I believe
13 the fighter that they cut had been doing well, he'd
14 lost a couple of fights, so it's -- we're all one
15 big group of fighters. We all sign essentially the
16 same contract. But the UFC does have people that
17 they pick and choose to treat better or worse. But
18 we're all just fighters.

19 Q All right. Just so I understand your
20 testimony. When you say that's "common knowledge,"
21 by that do you mean that's something you've talked
22 to a lot of fighters about?

23 A I think common knowledge is a definition
24 onto itself. We all know what common knowledge

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25 means.

Page 93

1 Q Okay. When you say the term that it's
2 common knowledge that the UFC conducts its business
3 a certain way, what do you mean by common knowledge?
4 Are you basing that on things you are told? Things
5 you read? Something else?

6 A Well, if I said it's rainy in Oregon,
7 people would say that's common knowledge. You don't
8 have to fly to Oregon, stand in the rain to discover
9 it. These are just things that you know. So as
10 you're a fighter and you see how things are done and
11 handled, you have your own perception, and as more
12 and more people get this perception, it's what is
13 known as common knowledge.

14 Q Right. And when you're speaking about
15 other people's, other fighter's perceptions, where
16 are you getting that information from?

17 A It is all the web. They talk about
18 three -- what is that game where, you know two or
19 three people, you know everyone in the world. So
20 you talk to one or two fighters, they talk to one or
21 two fighters, they talk to one or two fighters, it
22 becomes kind of a consensus. Everyone feels the
23 same way and knows how things are done.

24 Q All right. And for example, when you said

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25 that the UFC chose someone lower down the rung to

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1 packages than MTV2, although I've lost both of them
2 due to Comcast. Although, I think that showed an
3 investment in wanting to grow Bellator a little
4 more.

5 BY MR. ISAACSON:

6 Q And when Bellator moved to Spike, did you
7 believe that the fights there were going to be
8 credible fights?

9 MR. CRAMER: Foundation. Form. Vague.

10 THE WITNESS: I believe they would be
11 better fights. Well, it all depends on the
12 investment that Spike makes into Bellator -- whoever
13 the owning company is decides to make into Bellator.
14 You can have an incredible fight at your local
15 garage. I've fought in warehouses and had
16 incredible fights. It was very subjective.

17 BY MR. ISAACSON:

18 Q Well, do you recall there was a debut with
19 Mr. Hawn and Mr. Chandler fighting.

20 A What are their full names?

21 Q Well, there's Rick Hawn, H-A-W-N.

22 A Okay, Judo guy.

23 Q Right.

24 A Oh, and Michael Chandler, the wrestler?

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25 Q Yes.

Page 187

1 A Uh-huh.

2 Q And did you have a view as to the
3 significance of their being part of the -- their
4 being part of the debut of Bellator on Spike?

5 MR. CRAMER: Objection form. Foundation.

6 THE WITNESS: I believe I thought that
7 would be a great match up. I thought it would be an
8 exciting fight. Chandler ended up beating Hawn
9 really quickly, I think in the first round. And it
10 is of note that it was Chandler that I spoke to and
11 asked if he was happy in Bellator. And he told me,
12 no, he wanted to go to the UFC so he could compete
13 up against the best.

14 BY MR. ISAACSON:

15 Q And when did you speak to Chandler?

16 A That was during -- he was a guest on my
17 show, MMA Uncensored. So that would be 2012 at some
18 point. We were in a bar after the show.

19 Q And was he contractually precluded from
20 moving from Bellator to UFC?

21 A I do not know his contracts. I do not
22 know Bellator's contracts. I've never fought for
23 Bellator. I've never seen a Bellator contract. I
24 do not know what the managers, the agents, the

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25 owners of the company require.

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1 Q Do you know if Bellator treats identity
2 rights differently from UFC in their -- with respect
3 to those two different sets of contracts?

4 A I know nothing about Bellator contracts; I
5 have never seen a Bellator contract.

6 Q Do you know if the periods of what you
7 call exclusivity are any different from what you
8 call UFC and Bellator contracts?

9 A I know nothing about Bellator contracts.
10 I have never seen a Bellator contract.

11 Q But -- and I've neglected to ask you this.
12 You've referred several times to UFC contracts being
13 "exclusive contracts." And when you say "an
14 exclusive contract," does that include a contract
15 where you agreed to do one fight for a period of
16 time with UFC and not to fight with someone else?

17 MR. CRAMER: Objection to form. Objection
18 to the extent it calls for a legal conclusion.

19 THE WITNESS: My understanding was with
20 UFC contracts is you are restricted by time period
21 and, more specifically, a number of fights. That
22 time period never ends, as was shown in my contract.
23 I believe I have two fights left in my contract.
24 When I officially retired a year and a half after my

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25 fight against Jorge Rivera, I retired on Spike TV.

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1 Very shortly after that I received an e-mail from
2 the UFC informing me, "We have seen notice of your
3 retirement. Should you ever choose to come out of
4 retirement, you still owe us fights. We still have
5 you."

6 BY MR. ISAACSON:

7 Q All right. Is it your understanding that
8 the UFC contracts with fighters are perpetual?

9 A Perpetual meaning moving forward?

10 Q Forever.

11 A My understanding with the UFC contracts
12 is, yes, if you don't fulfill your contract to the
13 letter of how they define the contract, it will
14 never end.

15 Q All right. And when you refer to
16 exclusivity, are you referring -- and you spoke as
17 to how exclusivity is used to limit competition and
18 control fighters. Is that exclusivity for any
19 specific period of time that you're referring to?

20 A The exclusivity would be for the period of
21 time of the contract.

22 Q So is it your -- when you spoke earlier
23 about the UFC using exclusive contracts as a tool to
24 limit competition and control fighters, were you

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25 basing that on your view that the contracts are

Page 190

1 perpetual or forever?

2 A Yes. If you look at situations such as
3 Cung Le, who decides he no longer wants to fight for
4 the UFC due to the treatment, there is no clause
5 where he can get out of his contract and say, "I was
6 treated poorly; I want to go fight somewhere else."
7 So his continuing never -- his contract never ends,
8 no matter how much money he's offered or what; there
9 is no clause.

10 It's a very one-sided contract. And in
11 cases where UFC will cut people, it's such a
12 one-sided contract that they will sign you for three
13 fights, eight fights, whatever it may be. You can
14 never leave, but they can cut you whenever they want
15 to, and they can suspend you if they want to and
16 just put your contract on hold.

17 Someone like John Jones, who I mentioned
18 earlier, gets into a car accident, runs into a
19 pregnant woman, flees the scene, he doesn't get cut,
20 he gets suspended. Because if he was cut, then he
21 would be on the open market, and being on the open
22 market is a much better thing; it shows the actual
23 true market value of a fighter.

24 Q All right. And when you're referring to
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25 the provisions of Cung Le's contract, you've not

Page 191

1 actually seen those provisions, have you?

2 A I have not. I know that the UFC contracts
3 are mostly cookie cutter contracts. There's very
4 little variation in all of them. Much like a cookie
5 cutter, they all look the same. You may throw a
6 little sprinkles on one, a little frosting on the
7 other, but for the basis, all of the contracts are
8 generally exactly the same.

9 MR. ISAACSON: All right. We will mark
10 this as the next number.

11 (Exhibit 14 was marked.)

12 MR. ISAACSON: That goes to you, Eric.

13 MR. CRAMER: Thank you.

14 MR. ISAACSON: What are we up to?

15 THE COURT REPORTER: 14.

16 MR. CRAMER: Thank you.

17 MR. ISAACSON: Thank you.

18 Quarry 14 is a -- printed off of the web
19 from Bloody Elbow.com.

20 MR. CRAMER: Appreciate you did this in
21 color.

22 THE WITNESS: That's nice. Can I keep
23 this?

24 MR. ISAACSON: We'll get you another copy.
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1 BY MR. ISAACSON:

2 Q This is an interview of you on Bloody
3 Elbow.com. Did you -- you did do an interview with
4 Bloody Elbow.com around this time?

5 A It sure looks like me.

6 Q And did you see it after it came out?

7 A I don't generally read my interviews or
8 listen to my interviews.

9 Q All right. Did you ever have any reason
10 to believe that -- it says "by John Nash." Do you
11 remember speaking to Mr. Nash?

12 A I've spoken to Mr. Nash a few times. I
13 don't recall specifically speaking to him on this
14 occasion.

15 Q Do you remember doing -- it says,
16 "Recently I had the good fortune to speak at
17 length."

18 Do you remember having a conversation that
19 you understood would be an interview on Bloody
20 Elbow?

21 A Not specifically.

22 Q All right. So on the third page?

23 MR. CRAMER: If you're going to ask
24 questions about this, you should allow Mr. Quarry to
192
25 have an opportunity to read it.

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1 So take your time and review it and read
2 it.

3 THE WITNESS: Do we know what the date of
4 this interview was?

5 BY MR. ISAACSON:

6 Q Well, it's posted June 28, 2013. It's on
7 the first page.

8 A Oh, okay. Okay.

9 Q Okay. On the third page of the document,
10 where the question is, "So the source of the problem
11 is with the fact that UFC is so big," and you talk
12 about Dana White and him paying for your back
13 surgery, which we talked about before.

14 A Uh-huh.

15 Q Do you see that?

16 A Uh-huh. Yes.

17 Q And you say, "I'll always be indebted to
18 Dana White for helping me there. And I know he's
19 done that over and over again for other guys."

20 That was a true statement; correct?

21 A That's an assumption. I believe he's done
22 that for other guys.

23 Q And now, at this point, by June 2013, you
24 have -- you've already concluded that the UFC is not
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25 treating its fighters appropriately; correct?

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1 A I do not recognize Full Combat
2 Supplements, LaCrosse Footwear.

3 Q LaCrosse Footwear?

4 A I don't think so. I think I recognize the
5 rest. Gary Ibarra would definitely know more than I
6 would about sponsors.

7 Q And why would you be unfamiliar, or why
8 would Mr. Ibarra be more familiar with your sponsors
9 than you?

10 A Because he was my agent, and he would get
11 me the sponsors, and put them on my gear, and on my
12 banners, and then collect the funds, generally. So
13 I didn't have to have very much interaction with any
14 this. The sponsors just wanted to use me as
15 advertising space.

16 Q All right. So if you got a complete list
17 of your sponsors during your time of your fighting
18 career, you would not recognize all of the sponsors
19 on there?

20 A Most likely I would not.

21 MR. ISAACSON: All right. Thanks for your
22 time today, sir.

23 MR. CRAMER: We have no questions.

24 THE VIDEOGRAPHER: This concludes the
25 video deposition of Nathan Quarry. We are now going

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1 off the record. The time is approximately 4:59 P.M.

2 THE COURT REPORTER: Are you getting a
3 copy, Counsel?

4 MR. CRAMER: Yes. Read and sign.
5 (TIME NOTED: 4:59 P.M.)
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CERTIFICATE OF WITNESS

2 PAGE LINE CHANGE REASON
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20
21 I, Nathan Quarry, witness herein, do hereby
22 certify and declare under penalty of perjury the within
23 and foregoing transcription to be my deposition in said
24 action; that I have read, corrected and do hereby affix
my signature to said deposition.

Nathan Quarry

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Witness

Date

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1 STATE OF NEVADA)

) Ss

2 COUNTY OF CLARK)

3
4 I, Sarah Padilla, a duly commissioned and
5 licensed court reporter, Clark County, State of Nevada,
6 do hereby certify: That I reported the taking of the
7 deposition of the witness, Nathan Quarry, commencing on
8 Friday, September 30, 201, at 9:09 A.M.; That prior to
9 being examined, the witness was, by me, duly sworn to
10 testify to the truth; That thereafter I transcribed my
11 shorthand notes into typewriting and that the typewritten
12 transcript of said deposition is a complete, true, and
13 accurate record of said shorthand notes. I further
14 certify that I am not a relative or employee of any
15 attorney or counsel of any of the parties nor a relative
16 or employee of an attorney or counsel involved in said
17 action, nor a person financially interested in the
18 action; that a request [x] has [] has not been made to
19 review the transcript.

20 IN WITNESS WHEREOF, I have hereunto set my
21 hand in the County of Clark, State of Nevada, this __ day
22 of ____.

SARAH PADILLA, CCR 929

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